

**FULL AND FINAL RELEASE OF ALL CLAIMS AND INDEMNITY  
AGREEMENT**

In consideration of the aggregate sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), made payable in two checks to (1) AMOS HARJO for FORTY-FIVE THOUSAND, FIVE HUNDRED THIRTY-EIGHT DOLLARS AND 42 CENTS (\$45,538.42) and (2) his counsel, ROTHSTEIN, DONATELLI, HUGHES, DAHLSTROM, SCHOENBURG & BIENVENU, LLP, for TWENTY-NINE THOUSAND, FOUR HUNDRED SIXTY-ONE DOLLARS AND 58 CENTS (\$29,461.58), AMOS HARJO, (hereinafter referred to as "RELEASOR"), does hereby forever, release, acquit and discharge THE STATE OF NEW MEXICO, its DEPARTMENT OF PUBLIC SAFETY, NATHAN SEARLE, DAVID O'LEARY and their past, present, future and former agents, servants, employees, employers, successors, assigns, representatives, and insurers (hereinafter collectively referred to as "RELEASEES") of and from any and all claims or causes of action of whatever kind or nature which RELEASOR has or might have involving, but not limited to, the alleged violation of civil rights, physical injuries, property damage, personal injuries, damages to reputation or earning capacity, emotional injuries, punitive damages, and attorney's fees and costs pursuant to federal or state law, whether known or unknown and whether developed or undeveloped, arising out of, resulting from or attributable in whole or in part to any incident(s) or act(s) arising before the date of entry of this Release, and otherwise asserted in the civil action filed in the First Judicial District Court, captioned as Amos Harjo v. New Mexico Department of Public Safety, et al., No. D-101-CV-2014-

01031.

This Release documents the full settlement and satisfaction of any claims of whatever kind and character which RELEASOR has or may have against RELEASEES by reason of the above-mentioned damages, losses, injuries, costs or fees. RELEASOR understands that RELEASEES, by agreeing to this compromise and settlement, do not admit liability of any kind, that liability has at all times been denied, and that the settlement evidenced by this Release is a compromise of a disputed claim to avoid further expense of litigation and to terminate all controversy and/or claims against RELEASEES of whatever nature, known or unknown, including further developments thereof in any way growing out of or connected with the incidents or matters described herein, and that said settlement is not and cannot be construed as an admission of liability or as evidence of liability of any nature whatsoever on behalf of RELEASEES. RELEASOR agrees that he will direct his counsel not to seek to introduce this Release in evidence in any judicial or quasi-judicial proceeding, except for the purpose of enforcing this Release.

RELEASOR further acknowledges that no representation of fact or opinion has been made by RELEASEES or by anyone on their behalf to induce this settlement, and that RELEASEES have made no agreement of any kind or promise to do or omit to do any act or thing not herein set forth.

RELEASOR expressly represents and declares that notwithstanding the damages or injuries known at this time or which may be subsequently discovered or any changes in the law or interpretations of the law which may occur, compensation for all unknown damages sustained by RELEASOR as a result of the aforesaid incidents or matters is

included in the compensation paid for in this Release, and that no further claims whatsoever can, or will be made, including any claims for attorney's fees and costs, if any, pursuant to federal or state law.

RELEASOR hereby declares and represents that in agreeing to this Release, he is relying on his own sound judgment which has been informed by the advice of counsel, and that he has not been influenced to any extent whatsoever in agreeing to this Release by any representations or statements by RELEASEES, their agents, or the State of New Mexico's Risk Management Division.

RELEASOR further agrees that the amount of this settlement shall be kept confidential for the time period allowed by law.

RELEASOR further agrees to indemnify and hold RELEASEES harmless from any claims, causes of action, known or unknown, which could be asserted against RELEASEES by or through RELEASOR, including any action based on contribution, indemnification or subrogation, as a result of the incidents or matters referred to above.

The payment made in accordance with this Settlement Agreement is payment for compensatory damages on account of physical personal injuries suffered and sustained by the undersigned, and attributable to an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code (1986), as amended. No portion of the payment made in accordance with this settlement agreement constitutes payment for punitive damages.

RELEASOR HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

RELEASOR:

Amos Harjo  
AMOS HARJO

STATE OF OKLAHOMA )  
COUNTY OF Okfuskee ) ss.

This Full and Final Release of All Claims and Indemnity Agreement was acknowledged before me this 15 day of July, 2014, by Amos Harjo.

Alice F. Reed  
Notary Public

My Commission Expires: 2-4-15

